



County of San Bernardino

**F A S**

**CONTRACT TRANSMITTAL**

**FOR COUNTY USE ONLY**

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change	LOS PADR925			ECD			
	Cancel							
County Department					Dept. Orgn.		Contractor's License No.	
Economic and Community					ECD PROJ.			
County Department Contract Representative					Telephone		Total Contract Amount	
Thomas R. Laurin/Art Milian					(909) 388-0808		\$75,000	
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
			07/01/03		06/30/04		\$75,000	
							Amendment Amount	
							N/A	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
SBA	ECD	PROJ	200	2005	00002046		\$75,000	
Project Name				Estimated Payment Total by Fiscal Year				
Multi-District:				FY	Amount	I/D	FY	Amount
Graffiti Blight Abatement -				2004	\$75,000			
Los Padrinos, Inc.,								
(300-26127)								
Contract Type 2 (b)								

CONTRACTOR Los Padrinos of Southern California, Inc.

Federal ID No. or Social Security No. 95-2869925

Contractor's Representative Max Alonzo III, Executive Director

Address P.O. Box 479, San Bernardino, CA 92401 Phone (909) 885-7066

Nature of Contract: *(Briefly describe the general terms of the contract)*

This contract, between the County of San Bernardino and Los Padrinos of Southern California, Inc., provides seventy-five thousand (\$75,000) of Community Development Block Grant (CDBG) funds to assist youth employment and blight abatement services within the unincorporated target areas in the Third and Fifth Supervisorial Districts. These services will include the removal of weeds, trash, and graffiti along major roadways and from other public properties. The contract term is July 1, 2003 through June 30, 2004. Payments will be made in the form of expenditure reimbursements.

The attached contract consists of 11 pages.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
County Counsel		Department Head
Date	Date	Date

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## **CONTRACT**

This Contract is made and entered into this COUNTY, First day of July 2003, by and between the County of San Bernardino, hereinafter referred to as "COUNTY", and the Los Padrinos, a non-profit organization, hereinafter referred to as "LOS PADRINOS".

### **WITNESSETH**

WHEREAS, COUNTY has entered into a contract with the United States of America through its Department of Housing and Urban Development, hereinafter referred to as "HUD", to execute the COUNTY Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, COUNTY Department of Economic and Community Development hereinafter referred to as "ECD", is authorized to act on behalf of COUNTY in administering the COUNTY CDBG program; and,

WHEREAS, LOS PADRINOS desires to participate in the COUNTY CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide youth employment through graffiti and blight abatement services; and,

WHEREAS, COUNTY recognizes the public benefit in providing graffiti and blight abatement services in the low- and moderate income target areas; and,

WHEREAS, on April 15, 2003, County Board of Supervisors approved the 2000-2005 Consolidated Plan and 2003-2004 Action Plan, and as part of that Action Plan, allocated \$ 75,000 of CDBG funds to assist LOS PADRINOS provide said services in the Third and Fifth Supervisorial Districts.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **SCOPE OF SERVICES**

LOS PADRINOS will provide youth employment and blight abatement services within the unincorporated target areas in the Third and Fifth Supervisorial Districts. This service will include the removal of weeds, trash, debris, and graffiti along major roadways and from other public properties.

All services performed under this Contract shall be restricted to the approved low- and moderate-income CDBG target areas, as specified by section 20, AREA BENEFIT QUALIFICATION. A full description of the scope of services to be performed under the terms of this Contract is presented on Exhibit 1 of 8, Project/Activity Description, and the service area as defined on Exhibits (1a) through (1h) of 8.

Unless specified otherwise, ECD shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof.

2. **TIME OF PERFORMANCE**

Said services of LOS PADRINOS shall commence July 1, 2003 and shall be completed no later than June 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT**

For performance of such services, COUNTY shall provide CDBG funds not to exceed seventy-five thousand dollars (\$75,000). This payment shall constitute full and complete compensation for LOS PADRINOS services under this Contract. For the purpose of this Contract, COUNTY shall disburse compensation and monitor LOS PADRINOS performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to LOS PADRINOS shall be made by monthly reimbursements, contingent upon COUNTY receipt of a monthly summary statement for each previous month's expenditures which conforms to the BUDGET SUMMARY, attached hereto as Contract Exhibit 2 of 8. Monthly expenditure reports shall be documented with "audit ready" supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations. The monthly expenditure report submitted by LOS PADRINOS must list the "Other Sources" that are co-funding budget line items and personnel as stated in Exhibits 3 of 8 and 4 of 8, BUDGET JUSTIFICATION - PARTS I and II. Reimbursements shall be limited to the total of approved properly documented expenditures. Monthly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by ECD. All reimbursement requests must be submitted no later than 60 days after the expiration of this Contract. Requests received after said 60 day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract.

LOS PADRINOS must submit said monthly expenditure reports by the 10th day of every calendar month regardless of expenditure amount. After receipt by COUNTY of each properly documented expenditure report, COUNTY will draw a warrant in favor of LOS PADRINOS for the approved expenditure amount. Submittal of an expenditure report after the tenth (10th) day of the month in which payment is requested will cause unavoidable delays in payment processing.

4. BUDGET SECTION

No more than the amounts specified in the BUDGET SUMMARY, attached hereto as Contract Exhibit 2 of 8, may be spent for the separate cost categories specified in the Budget Summary without prior written approval of COUNTY. Contract Exhibits 3 of 8 and 4 of 8, BUDGET JUSTIFICATION PARTS I and II, respectively, explain the basis of valuation for each cost category shown on the Budget Summary.

5. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in the LOS PADRINOS program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

6. BUDGET MODIFICATIONS

ECD Director or his designee may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Contract Exhibit 2 of 8, BUDGET SUMMARY, when such modifications:

- a. Do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by LOS PADRINOS;
- c. Do not alter the amount of compensation with this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of COUNTY and LOS PADRINOS in performing said services; and
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION

COUNTY reserves the right to reduce the grant allocation when COUNTY fiscal monitoring indicates that LOS PADRINOS rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with LOS PADRINOS. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, LOS PADRINOS certifies that it has previously filed with ECD, a written statement listing all revenue received, or expected to be received, by LOS PADRINOS from federal, state, city or COUNTY sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by LOS PADRINOS in conducting current or prospective projects or business activities,

including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, LOS PADRINOS shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in LOS PADRINOS initial revenue disclosure statement hereunder. Such statement shall be filed with ECD within fifteen (15) calendar days following receipt of such additional funding. LOS PADRINOS shall make available for inspection and audit to COUNTY representatives, upon request, at any time during the duration of this Contract and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through COUNTY. All such books and records shall be maintained by LOS PADRINOS at a location in San Bernardino County. Failure of LOS PADRINOS to comply with the requirements of this section of the Contract shall constitute a material breach of Contract upon which COUNTY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, LOS PADRINOS shall provide proof of such funding. COUNTY shall not pay for any services provided by LOS PADRINOS which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

10. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by LOS PADRINOS as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. LOS PADRINOS shall retain the use of program income by returning program income to COUNTY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. LOS PADRINOS shall include in the reports required by Section 21, PROGRAM REPORTING, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to LOS PADRINOS shall be spent by LOS PADRINOS on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income. LOS PADRINOS shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional CDBG funds are spent.

Any program income on-hand when this Contract expires, or received after such expiration, shall be paid to COUNTY.

11. FISCAL LIMITATIONS

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on COUNTY CDBG funds. Accordingly, COUNTY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, COUNTY may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of LOS PADRINOS authority to commit and spend funds, or may restrict LOS PADRINOS use of both its uncommitted and its unspent funds.

Where HUD has directed or requested COUNTY to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, ECD may act for COUNTY in implementing and effecting such a reduction and in revising the Contract for such purpose. Where COUNTY has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of LOS PADRINOS, COUNTY may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to LOS PADRINOS of its intention to so act, pending an audit or other resolution of such questions.

In no event, however, shall any revision made by COUNTY affect expenditures and legally binding commitments made by LOS PADRINOS before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

12. NONEXPENDABLE PROPERTY

A record shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This record shall be provided to COUNTY upon request. Nonexpendable property shall include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include COUNTY taking possession of and title to said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit.

13. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All purchases of expendable personal property with a unit value of \$1,000 or more per unit must have the prior written approval of the ECD Director, or his designee.

14. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

LOS PADRINOS shall obtain at least three comparable price quotes and receive ECD approval of the item(s) selected prior to purchasing or leasing any nonexpendable personal property or equipment over \$1,000 in unit value and having a life expectancy of more than one (1) year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by LOS PADRINOS. This inventory shall be provided to COUNTY upon request.

LOS PADRINOS shall obtain written approval from ECD prior to selling or disposing of any nonexpendable property or equipment. Any proceeds generated from the sale of such property or equipment shall be subject to the provisions of Section 10, PROGRAM INCOME.

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

LOS PADRINOS may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from COUNTY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such LOS PADRINOS related acquisition, and (d) no conflict of interest for private gain accrues to LOS PADRINOS or its employees, agents or officers.

LOS PADRINOS shall adhere to all applicable procurement standards of 24 CFR Part 84 in the acquisition of supplies and equipment. LOS PADRINOS shall submit documentation of the cost and price analysis required in 24 CFR 84.45 for approval prior to procuring nonexpendable property or equipment.

COUNTY reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. LOS PADRINOS may seek prior approval of COUNTY for any such expenditures, and prior approval which is granted shall be binding on COUNTY unless such expenditure violates federal law or regulations or is disallowed by HUD.

16. PURCHASE AND INVOICE DEADLINES

Purchase of equipment or property must be completed before the last three (3) months of the initial performance period and all equipment bills shall be paid before the last two (2) months of this period. No expendable or nonexpendable property or equipment shall be purchased during the final three (3) months of the initial performance period unless approved by COUNTY in writing. Invoices for all obligations incurred under this Contract must be submitted to ECD Fiscal Division within sixty (60) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by ECD.

17. TRAVEL AND CONFERENCE RESTRICTIONS

LOS PADRINOS certifies and agrees that travel and conference expenses for persons other than employees of LOS PADRINOS, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the BUDGET SUMMARY, Contract Exhibit 2 of 8, which is attached and incorporated herein. LOS PADRINOS further agrees that any travel expense incurred by LOS PADRINOS which is not listed in the Budget Summary shall not be paid by funds provided through this Contract unless prior written approval of the ECD Director has been obtained.

18. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

LOS PADRINOS certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

19. MONITORING

ECD Director or his designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by LOS PADRINOS under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. LOS PADRINOS will permit on-site inspection by COUNTY, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgement of COUNTY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

20. AREA BENEFIT QUALIFICATION

All Blight and Graffiti abatement services performed under this Contract shall be restricted to the approved low- and moderate-income target areas within the Third and Fifth Supervisorial Districts, as defined by Exhibits (1a) through (1h), of 8, target area maps. The target area maps are based on HUD-supplied Household Income Data from the 2000 Census.

21. PROGRAM REPORTING AND RETENTION OF RECORDS

LOS PADRINOS agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. LOS PADRINOS shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by LOS PADRINOS for a minimum of five (5) years.

The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said COUNTY submission will follow LOS PADRINOS's final submission to COUNTY of reports identified under this paragraph. Records and accounts that pertain to something being sued or audited over must be maintained for the five (5) years or until the issue is resolved, whichever is longer.

Records that pertain to real estate transactions must be maintained for the five (5) years or the number of years that there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All LOS PADRINOS records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. LOS PADRINOS is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the ECD Director or his designee. By the tenth (10th) of each month, LOS PADRINOS shall submit a completed GRAFFITI ABATEMENT MONTHLY PROGRAM PROGRESS REPORT, Exhibit 6 of 8, and BLIGHT ABATEMENT MONTHLY PROGRAM PROGRESS REPORT, Exhibit 7 of 8, for the month being reported. In addition, LOS PADRINOS will complete the COMMUNITY BENEFIT REPORT, Exhibit 8 of 8, to report the amount of funds expended which benefit the residents of the communities that funded this project.

22. ACCOUNTING

LOS PADRINOS must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and Generally Accepted Accounting Principles.

23. AUDITS

LOS PADRINOS is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When LOS PADRINOS receives \$300,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133.

LOS PADRINOS shall submit a copy of the audit report to COUNTY within nine (9) months after the end of the audit period. Within thirty (30) days of the submittal of said audit report, LOS PADRINOS shall provide to COUNTY a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

COUNTY, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of LOS PADRINOS under COUNTY, state or federal laws and regulations. LOS PADRINOS agrees to cooperate fully with all persons conducting said additional audits or reviews. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of LOS PADRINOS.

If indications of misappropriation or misapplication of the funds of this Contract cause COUNTY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should COUNTY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. LOS PADRINOS shall reimburse all misappropriation or misapplication of funds to COUNTY. In the event COUNTY uses the judicial system to recover misappropriated or misapplied funds, LOS PADRINOS shall reimburse COUNTY legal fees and court costs in addition to awards.

24. ASSIGNMENT

This Contract is not assignable by LOS PADRINOS without the express written consent of COUNTY. Any attempt by LOS PADRINOS to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

25. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 84.61, Termination for Convenience. ECD is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If LOS PADRINOS materially fails to comply with any term of this Contract, COUNTY may take one or more of the actions provided under federal regulation at 24 CFR Part 84.62, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such event, LOS PADRINOS shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

26. REVERSION OF ASSETS

Upon Contract termination, LOS PADRINOS shall transfer to COUNTY all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded, or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property.

27. TIME OF PERFORMANCE MODIFICATIONS

ECD Director may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by LOS PADRINOS;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of COUNTY and LOS PADRINOS in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

28. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

29. CONTRACT COMPLIANCE

LOS PADRINOS shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, LOS PADRINOS shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

LOS PADRINOS shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01, and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.



30. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

31. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

LOS PADRINOS agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities.

32. CONFLICT OF INTEREST

LOS PADRINOS, its agents and employees shall comply with all applicable federal, state and COUNTY laws and regulations governing conflict of interest. To this end, LOS PADRINOS will make available to its agents and employees copies of all applicable federal, state, and COUNTY laws and regulations governing conflict of interest. In particular, the following federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected or appointed officials of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded Contract, subcontract or agreement, during their tenure or for one year thereafter.

LOS PADRINOS shall furnish to COUNTY, prior to execution of this Contract, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of LOS PADRINOS. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of LOS PADRINOS, which will receive \$10,000 or more during the term of this Contract. Such a list shall include the names, addresses, telephone numbers, and identification of principal party(ies), and a description of services to be provided. During the term of this Contract, LOS PADRINOS shall notify COUNTY in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of LOS PADRINOS within fifteen (15) days of change.

33. HUD HOLD HARMLESS

LOS PADRINOS shall indemnify, defend and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by LOS PADRINOS under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to LOS PADRINOS under this Contract were improperly expended.

34. INDEMNIFICATION

LOS PADRINOS agrees to indemnify, defend and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from and cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

35. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, LOS PADRINOS shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons providing services on behalf of LOS PADRINOS and all risks to such persons under this Contract.

If LOS PADRINOS has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$ 3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - LOS PADRINOS shall require the carriers of the above required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

### 36. PROOF OF COVERAGE

LOS PADRINOS shall immediately furnish certificates of insurance to ECD evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ECD, and LOS PADRINOS shall maintain such insurance from the time LOS PADRINOS commences performance of services hereunder until the completion of such services.

Within sixty (60) days of the commencement of this Contract, LOS PADRINOS shall furnish certified copies of the policies and all endorsements. LOS PADRINOS shall complete and submit Contract Exhibit 5 of 8, INSURANCE INVENTORY, along with the above required insurance documents.

### 37. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. LOS PADRINOS agrees to execute any such amendment within thirty (30) days of receipt.

38. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 84; and U.S. Office of Management and Budget Circulars A-122, and A-133.

39. AMENDMENTS: VARIATIONS

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

40. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

County of San Bernardino  
Department of Economic  
and Community Development  
290 North "D" Street, Sixth Floor  
San Bernardino, CA 92415-0040

Los Padrinos of Southern California, Inc.  
P.O. Box 479  
San Bernardino, CA 92402

(Continued to next page)

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41. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year written above.

COUNTY OF SAN BERNARDINO

LOS PADRINOS OF SOUTHERN CALIFORNIA, INC.

By: \_\_\_\_\_  
DENNIS HANSBERGER, Chairman,  
Board of Supervisors

By: \_\_\_\_\_  
ALBERT GOMEZ, Chairman  
Board of Directors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MAX ALONZO, Executive Director

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

ALAN MARKS  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel for ECD

Dated: \_\_\_\_\_

C:/Data/2003 Agreements/Los Padrinos 03-04 AM  
6/16/03/ts

**COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

Project/Activity Title:  
Multi-District: Graffiti/Blight Abatement –Los Padrinos

Case Number: 300-26127/2046

Name/Address of Contractor Agency:  
Los Padrinos of Southern California, Inc.  
P.O. Box 479  
San Bernardino, CA 92402

Date of Issue:  
X Original: Beginning 07/01/03  
Amendment #

**PROJECT/ACTIVITY DESCRIPTION****SERVICES:**

LOS PADRINOS will continue to provide youth-employment blight and graffiti abatement services through a coordinated joint effort with the County of San Bernardino Code Enforcement Office. County Code Enforcement Supervisors will issue work site assignments to LOS PADRINOS for the removal of graffiti, trash, and weeds from approximately 2,160 sites along major avenues and from other public properties. The blight and graffiti abatement program will be implemented only in the unincorporated areas of the Third and Fifth Supervisorial Districts. Specific target area maps are attached to this Exhibit to define the qualifying low- and moderate-income areas in the Third and Fifth Supervisorial Districts. The target area maps are based on HUD-supplied Household Income Data from the 2000 Census.

LOS PADRINOS will recruit their work crew from community based organizations and youth employment programs which are administered by the County Jobs and Employment Services Department (JESD).

Specific services to be provided under the terms and conditions of this Contract are outlined in the “Units of Service” section listed below.

**UNITS OF SERVICE:**

Blight Abatement Services: Trash and weeds will be removed from a monthly average of 50 sites. Each property/site provided with blight abatement services shall represent one (1) unit of service.

Graffiti Abatement Services: Graffiti will be removed from a monthly average of 130 sites. Each property/site provided with graffiti abatement services shall represent one (1) unit of service.

In addition to units of service, LOS PADRINOS will report unduplicated client counts on the Monthly Graffiti and Blight Abatement Program Progress Reports, Exhibits 6 and 7.

**OPERATION:**

LOS PADRINOS is located at 455 South Arrowhead Avenue, Suite C, San Bernardino, CA. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

**COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**Project/Activity Title:Case Number: 300-26127/2046

Multi-District: Graffiti/Blight Abatement-Los Padrinos

Name/Address of Contractor Agency:Date of Issue:

Los Padrinos of Southern California, Inc.

P.O.Box 479

San Bernardino, CA 92402

X Original: Beginning 07/01/03         Amendment #**BUDGET SUMMARY**

COST CATEGORY	CDBG SHARE \$	OTHER SOURCES \$*	TOTAL COST \$
1) Personnel:	\$58,008	-0-	58,008
2) Consultant/ Contract Services:	-0-	-0-	-0-
3) Travel:	-0-	--	-0-
4) Space Rental:	-0-	-0-	-0-
5) Consumable Supplies:	6,742	-0-	6,742
6) Rental, Lease Or Purchase of Equipment	-0-	-0-	-0-
7) Insurance:	4,100	-0-	4,100
8) Other:	6,150	-0-	6,150
<b>TOTALS</b>	<b>\$75,000</b>	<b>-0-</b>	<b>75,000</b>

\*If costs are to be shared by other sources of funding, including CDBG funds from other jurisdictions, identify the source of funding, grantor/lending agency, and cost category information.

**SUMMARY – OTHER SOURCES OF FUNDING:**

NONE

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

<u>Project/Activity Title:</u>	<u>Case Number:</u> 300-26127/2046
Multi-District: Graffiti/Blight Abatement-Los Padrinos	

<u>Name/Address of Contractor Agency:</u>	<u>Date of Issue:</u>
Los Padrinos of Southern California, Inc.	
P.O. Box 479	<u>  X  </u> Original: Beginning 07/01/03
San Bernardino, CA 92402	<u>      </u> Amendment #

**BUDGET JUSTIFICATION - PART I (SUPPLIES/SERVICES)**

DESCRIPTION OF ITEM(S) AND BASIS FOR VALUATION	CDBG COST \$	TOTAL COST \$
Budget line		
Item #:		
5. Consumable Supplies:	\$ 6,742	\$ 6,742
(paint, rollers, and brushes)		
7. Insurance:	4,100	4,100
(General Liability)		
8. Other:	<u>6,150</u>	<u>6,150</u>
(Maintenance on Vehicle)		
TOTAL	\$ 16,992	\$ 16,992

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NOTE: Any budget line item(s) other than salaries and fringe benefits should be detailed above.

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:  
Multi-District: Graffiti/Blight Abatement-Los Padrininos

Case Number: 300-26127/2046

Name/Address of Contractor Agency:  
Los Padrininos of Southern California, Inc.  
P.O. Box 479  
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\_\_\_\_\_ Amendment #

**BUDGET JUSTIFICATION - PART II (PERSONNEL)**

## A) WAGES:

POSITION/TITLE	ACTUAL HOURLY RATE (SALARY)	# HOURS PER WEEK	MONTHS TO BE EMPLOYED	TOTAL COST \$	CDBG COST \$
Youth Leader	\$ 8.00	40	12	\$ 16,640	\$ 16,640
Youth Worker	6.75	40	12	14,040	14,040
Youth Worker	6.75	40	12	14,040	14,040
<b>Subtotal:</b>				<b>\$ 44,720</b>	<b>\$ 44,720</b>

## B) FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY/CALCULATIONS	TOTAL COST \$	CDBG COST \$
FICA	7.65%	\$ 3,421	\$ 3,421
SUI	5.20%	2,325	2,325
WORKER'S COMP.	16.73%	7,482	7,482
HEALTH	%		
LIFE INSURANCE			
<b>Subtotal:</b>		<b>\$ 13,288</b>	<b>\$ 13,288</b>

TOTAL COST OF PARTS A & B (Must be the  
Same as Budget Line Item #1 in Budget Summary)

**\$ 58,008**      **\$ 58,008**



## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 300-26127/2046

Multi-District: Graffiti/Blight Abatement-Los Padrinos

Name/Address of Contractor Agency:Date of Issue:

Los Padrinos of Southern California, Inc.

P.O. Box 479

San Bernardino, CA 92402

X Original: Beginning 07/01/03       Amendment #**INSURANCE INVENTORY****WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE**Name of Insurance Company: State Fund Insurance CompaniesEffective Dates July 1, 2002 to July 1, 2003Employer's Liability Limit \$1,000,000Certificate of Insurance Attached X Yes        No: On File w/ ECD**COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**Name of Contractor's General Insurance Company: Safeco Insurance CompaniesLimits of LiabilityEffective Dates November 26, 2002 through November 26, 2003Per Occurrence \$2,000,000 Additional Insured Endorsement Attached X Yes        No: On File w/ ECDAnnual Aggregate \$2,000,000 Certificate of Insurance Attached X Yes        No: On File w/ ECDName of Contractor's Automobile Liability Insurance Company Safeco Insurance CompaniesLimits of LiabilityEffective Dates November 26, 2002 through November 26, 2003Per Person \$1,000,000 Per Accident \$1,000,000 Damage Liability \$1,000,000 Combined Single Limit       **EXCESS LIABILITY-UMBRELLA COVERAGE**Name of Contractor's Insurance Company: General Insurance Company of AmericaLimits of LiabilityEffective Dates: November 26, 2002 to November 26, 2003Per Occurrence \$1,000,000 Additional Insured Endorsement Attached X Yes        No: On File w/ ECDAnnual Aggregate \$1,000,000 Certificate of Insurance Attached X Yes        No: On File w/ ECD**PROFESSIONAL LIABILITY INSURANCE**Name of Contractor's Insurance Company: Safeco Insurance CompaniesLimits of LiabilityEffective Dates: November 26, 2002 to November 26, 2003Per Occurrence \$1,000,000 Additional Insured Endorsement Attached X Yes        No: On File w/ ECDAnnual Aggregate \$ Certificate of Insurance Attached        Yes        No: On File w/ ECD

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046Name/Address of Contractor Agency:

Los Padrinos of Southern California, Inc.

P.O. Box 479

San Bernardino, CA 92402

Date of Issue:X Original: Beginning 07/01/03       Amendment

## GRAFFITI ABATEMENT MONTHLY PROGRAM PROGRESS REPORT

For the Month of \_\_\_\_\_, Year

1. Number of referrals received: Goal: 130 locations per month Actual: \_\_\_\_\_

2. Number of abatement sites less than 15 sq. ft. in area: \_\_\_\_\_ x \$5.00 \_\_\_\_\_

3. Sites of 15 sq. ft. or greater area: Goal: 5,769 square feet per month

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

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Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

Site location: \_\_\_\_\_ sq. ft. x \$.35 = \_\_\_\_\_

TOTAL SQUARE FOOTAGE (this page) \_\_\_\_\_

SERVICE FEE SUBTOTAL (this page) \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Check here if continued on another page \_\_\_\_\_

GRAND TOTAL SQUARE FOOTAGE (ALL PAGES) \_\_\_\_\_

SERVICE FEE GRAND TOTAL (ALL PAGES) \_\_\_\_\_

GRAND TOTAL SITE LOCATIONS (ALL PAGES) \_\_\_\_\_

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:  
Multi-District: Graffiti/Blight Abatement -Los Padrinos

Case Number: 300-26127/2046

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       Amendment #

## COMMUNITY BENEFIT REPORT

For the month of \_\_\_\_\_, 200\_\_

This form has the purpose of providing information on the amount of funds expended to benefit the residents of the communities that funded this project. This is to ensure that services are provided in proportion to the amount of CDBG funds provided as identified by the CDBG contract. Please enter the amount of CDBG funds expended during the month and the number of persons or households served by the expenditure.

Count only as: ☐ Individual Persons or ☐ Households (check one box)

Community	Contract Dollars Allocated	Portion For this Month	Dollars Spent this Month	Sites Abated
Third Supervisorial District	\$15,000	\$1,250	\$	
Fifth Supervisorial District	\$60,000	\$5,000	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
<b>TOTAL</b>	\$75,000	\$6,250	\$	

Signed \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Telephone No./Ext. \_\_\_\_\_

The following map(s) show the unincorporated areas and the boundaries of the Supervisorial District(s) identified above.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046

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\_\_\_\_\_ Amendment

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# BLOOMINGTON SERVICE AREA

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Case Number: 300-26127/2046

Multi-District: Graffiti/Blight Abatement – Los Padrinos

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Name/Address of Contractor Agency:

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San Bernardino, CA 92402

\_\_\_\_\_ Amendment

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## MUSCOY SERVICE AREA

**COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

---

Project/Activity Title:

Case Number: 300-26127/2046

Multi-District: Graffiti/Blight Abatement – Los Padrinos

---

Name/Address of Contractor Agency:

Date of Issue:

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\_\_\_\_\_ Amendment

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# **NORTH NORTON SERVICE AREA**

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Case Number: 300-26127/2046

Multi-District: Graffiti/Blight Abatement – Los Padrinós

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Name/Address of Contractor Agency:

Date of Issue:

Los Padrinós of Southern California, Inc.

X Original: Beginning 07/01/03

P.O. Box 479

San Bernardino, CA 92402

\_\_\_\_\_ Amendment

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# UNINCORPORATED SAN BERNARDINO SERVICE AREA



COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046

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Name/Address of Contractor Agency:

Los Padrinos of Southern California, Inc.

P.O. Box 479

San Bernardino, CA 92402

Date of Issue:

X Original: Beginning 07/01/03

\_\_\_\_\_ Amendment

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# BRYN MAWR UNINCORPORATED THIRD DISTRICT

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046

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Name/Address of Contractor Agency:

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San Bernardino, CA 92402

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  X   Original: Beginning 07/01/03

       Amendment

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**SAN BERNARDINO & HIGHLAND  
UNINCORPORATED AREAS**

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046

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Name/Address of Contractor Agency:

Los Padrinos of Southern California, Inc.

P.O. Box 479

San Bernardino, CA 92402

Date of Issue:X Original: Beginning 07/01/03       Amendment

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# ARROWHEAD SUBURBAN FARMS

## COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Project/Activity Title:

Multi-District: Graffiti/Blight Abatement – Los Padrinos

Case Number: 300-26127/2046

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San Bernardino, CA 92402

Date of Issue:  X   Original: Beginning 07/01/03       Amendment

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**MENTONE**